

**Interagency Agreement
for
Early Childhood Special Education Services
And Early Intervention Services
for Children Ages Two through Five
Among
Idaho Department of Education
Idaho Department of Health and Welfare
Administration for Children and Families, Head Start:
Migrant and Seasonal Head Start Branch (MSHS)
Region X Head Start (Region X)
and
American Indian and Alaska Native Head Start Programs Branch (AIANHS)**

PURPOSE FOR THE AGREEMENT:

The purpose of this agreement is to define and clarify responsibilities of each agency to ensure a coordinated, comprehensive service delivery system focusing on children ages birth through five. Children, families, and communities are best served when agencies collaborate to facilitate relationships and local interagency collaboration.

The parties also agree to utilize the guidance outlined in the *Idaho Special Education Manual* Appendix 5B entitled *Early Childhood Transition*, and the *Infant Toddler Program Interim Implementation Manual*.

The State Department of Education (SDE) agrees to serve as the lead agency at the state level for the provision of a free and appropriate public education for children ages three through five who are eligible for early childhood special education services in Idaho. The State Department of Education also provides oversight to the agencies and programs that provide special education and related services to three through five-year-old children under Part B of the *Individuals with Disabilities Education Act* (IDEA 2004).

The Department of Health and Welfare (DHW) agrees to serve as the lead agency at the state level for the provision of early intervention services for children from birth to age three who are eligible for said services in Idaho. The Department of Health and Welfare also provides oversight to the all agencies and programs (including private contracted personnel) that provide early intervention services to the birth through age three populations under Part C of IDEA 2004.

The Department of Health and Welfare and the Department of Education have agreed not to exercise the option to provide early intervention services for children up to kindergarten entry rather than enrolling in Department of Education special education preschool services for those children who participated in the Idaho Infant Toddler Program (IDEA 632 (5)(B)(ii)).

The Idaho Migrant Council, Inc., Migrant and Seasonal Head Start program (IMC/MSHS) agrees to support children with disabilities of migrant and seasonal farm worker families in obtaining and advocating for services by fostering partnerships with DHW, SDE, local School Districts, Head Start, and other agencies; and providing culturally appropriate early childhood services to eligible children.

With respect for all parties and their philosophies regarding children and families, the State Department of Education (SDE), the State Department of Health and Welfare (DHW), Migrant and Seasonal Head Start Programs Branch (MSHS), Region X Administration for Children and Families, and the American Indian and Alaska Native Head Start Programs Branch (AIANHS) commit to the following:

PROVISION A: PERSONNEL DEVELOPMENT

The State Department of Education, the State Department of Health and Welfare, Migrant and Seasonal Head Start Programs Branch and the Region X Administration for Children and Families commit to jointly determining training and technical assistance needs, and to coordinate and share training and technical assistance opportunities. “Head Starts” includes Early Head Start (EHS), Head Start (HS), Migrant Seasonal Head Start (MSHS), and the American Indian and Alaska Native Head Start (AIANHS).

The State Department of Education, the State Department of Health and Welfare, and the Head Start Programs commit to sharing resources to address cultural sensitivity issues for personnel in each agency.

PROVISION B: LOCAL INTERAGENCY AGREEMENTS

Local school districts, DHW, and Head Starts agree to develop written interagency protocols that delineate roles and responsibilities. The sample local protocol is located in Appendix 5B of the *Idaho Special Education Manual*, and attached to this agreement. Protocols may be developed by any combination of districts and agencies as locally determined and should be as specific as parties deem necessary. These protocols must be reviewed annually and updated as needed. The local school district will ensure that interagency protocols are developed. Copies of written protocols will be included in each local school district’s application to the State Department of Education for federal funds (by October 15, of each year). Copies of the Interagency Protocol will be sent to the Idaho Infant Toddler Program central office, annually. Copies of the Interagency Protocols will be distributed to appropriate staff to ensure a clear understanding of and compliance with the protocol. Protocols must include but are not necessarily limited to:

- Contact information for each agency.
- Jointly scheduled and coordinated Child Find activities.
- Procedures for exchange of information.
- Provisions for a team/family transition planning meeting: at least ninety (90) days and not more than nine (9) months prior to the child's third (3rd) birthday.
- Transition contacts/timelines/meeting requirements.
- Responsibilities for evaluations/assessments.
- Determination of the use of IFSP or IEP at transition.
- Provision of services.
- Agency dispute process or acceptance and use of the dispute process outlined in this agreement.
- Jointly identify training and technical assistance needs and coordinate personnel development efforts.

PROVISION C: PROVISION OF SERVICES

Local School districts and DHW agree:

The following provision applies only to children who have previously been identified and served by the DHW Infant Toddler Program (ITP). If a child who is eligible for Part B services turns three between September and May, the child will transition into the local school districts Part B program at age three (3). A child who is eligible for Part B services and turns three (3) after May 1, with parental consent, can be served as outlined in the IFSP by the ITP until school starts in the fall. This is the case unless specified differently in the child's transition plan or in the local interagency protocol.

Local School districts agree:

To ensure the provision of a free appropriate public education for all three through five-year-old children who are eligible for special education and related services, including extended school year (ESY) services to children who meet ESY eligibility criteria, including the year in which the child turns three (3). Local school districts will provide special education and related services to three through five-year-olds (or younger, if specified in the child's transition plan) who reside within the boundaries of their districts, with the exception of the responsibilities of other agencies as delineated in this or a local protocol.

Local school districts agree to support MSHS in the timely provision of services. This may require "fast track" evaluations and development of the IEP, including provisions for services and personnel during May and early June.

DHW agrees:

To ensure the provision of early intervention services to eligible infants, toddlers and their families through regional ITP.

To provide family support, such as provision of funds for respite care and other supports not covered by other sources, to the extent of available funds, to eligible families of children with disabilities. DHW will provide local school districts and Head Start Programs with information for families on how to access these services.

DHW will assure oversight of private providers of service coordination and direct services to assure adherence to the provisions of IDEA 2004, Part C and the procedures in the *Infant Toddler Program Interim Implementation Manual*, including all transition processes.

Head Start Programs agree:

To adhere to all Federal and State regulations including IDEA 2004, State Department of Education regulations and Head Start Performance Standards.

To make available, directly or in cooperation with other agencies, services to children with disabilities or developmental delays (as defined by SDE eligibility criteria), and their families in the least restrictive environment and in accordance with an IEP for at least ten percent (10%) of the enrolled children.

To not deny placement to any child on the basis of a disability or its severity, when the parents wish to enroll the child, the child meets Head Start's age and income criteria, Head Start is an appropriate placement according to the child's IEP, and the program has space to enroll more children even though the program has made ten percent of its enrollment opportunities available to children with disabilities.

Head Start Programs will provide timely referral to ITP and local school districts on all children for who concerns about development are identified. Head Start Programs will provide information to ITP and local school districts regarding Head Start Programs eligibility requirements and program specific information on opening and closing dates, services provided and relevant policies and procedures.

The SDE agrees:

To provide preschool flow through funds to local school districts according to the formula and requirements of IDEA 2004.

To make preschool discretionary funds available to regular Head Start Programs that choose to provide direct special education and related services to eligible children with disabilities.

PROVISION D: TRANSITION

All participating agencies agree to participate and cooperate in transition planning as appropriate to ensure uninterrupted services and minimize stress for families and children as children move from one agency or service system to another.

Local School districts and DHW agree:

To participate in a transition planning conference at least ninety (90) days, and, at the discretion of all parties, no more than nine (9) months prior to a child's third (3rd) birthday. The purposes of the transition planning conference are to review placement options from the child's third birthday through the end of the school year, provision of ESY services, discuss areas of concern for the family, child, or program personnel, develop a transition plan, and determine the child's potential eligibility for Part B services. *Eligibility for Part B services is determined by the local school district's IEP team, which includes the parent.

To ensure the participation of Head Start Programs in all transition and IEP meetings, when the child is jointly served, or when any of the partners is a potential service provider.

DHW agrees:

To notify the local school district, in which a child resides, of a pending transition from the Infant/Toddler to the Part B program at least six (6) months prior to the child's third (3rd) birthday, or when a child is referred to the ITP, after the child is two (2) years, six (6) months of age. DHW is responsible for obtaining parental consent prior to the exchange of confidential information.

DHW must coordinate with the receiving agency to ensure that existing assessment information and any additional assessments necessary to determine eligibility for Part B services are completed, compiled, and made available to Part B personnel prior to the transition meeting. If additional assessments are necessary to determine eligibility for Part B services, DHW will obtain parental consent for any assessments that they will conduct.

DHW will convene a transition planning conference at least ninety (90) days and not more than nine (9) months prior to the child's third (3rd) birthday. DHW must include on each IFSP steps to be taken to support the transition of the child to Part B services, or to other services if the child is not eligible for Part B, or if the parents select another program option. DHW will be responsible for including the family in the transition process and will provide notice to the family of transition activities and of their rights under Part B of IDEA 2004. DHW will provide timely invitation to a local school district representative to participate in each transition conference. Regional ITP service coordinators will ensure participation of Head Start Programs when the child is jointly served or any of the partners is a potential service provider. At the transition planning conference, DHW will advise families and others of community options that are available, including Head Start Programs, for services, supports and placement when the

child turns three (3).

Local School districts agree:

To participate with the ITP in a transition planning conference that is convened by DHW. The district will consider all existing assessments/evaluation information and identify what additional assessments/evaluations, if any, are needed to determine eligibility and program needs under Part B services. If additional assessments/evaluations are needed, that are not typically completed by the ITP, the transition team participants in the transition planning conference will determine who will be the most appropriate person/agency to conduct needed assessments/evaluations. The agency that will conduct the assessments/evaluations will obtain parental consent for the assessments/evaluations. Assessments/evaluations will be completed prior to the transition meeting. Eligibility for Part B services can be determined, and an IEP developed, at the transition planning conference (if all assessment information is available and all required IEP team members are present) or at another IEP team meeting, convened by the local school district, prior to the child's third (3rd) birthday.

To develop an IEP, or accept the IFSP and implement the educational components of it if the parents agree. If an IEP is to be developed for Part B services, it can be developed at the transition planning conference (if all required IEP team members are present) or at another IEP team meeting prior to the child's third (3rd) birthday. Parental consent for initial placement must be obtained by the local school district prior to the initiation of Part B services.

Head Start Programs agree:

To initiate and attend the transition planning conferences for children with disabilities who are enrolled in Head Start Programs. Local interagency protocols will specify timelines and responsibilities for transitions from Head Start and Migrant and Seasonal Head Start to local school districts.

PROVISION E: CHILD FIND, REFERRAL, EVALUATION AND JOINT IEP TEAM MEETINGS

All participating agencies are strongly encouraged to conduct joint Child Find activities whenever possible, such as screenings and pre-referral activities (e.g. identification of interventions attempted to allow the child to progress normally in relation to typical activities). Child Find activities will be specified in local interagency protocols. All participating agencies will submit appropriate referral paperwork, and accept referrals in accordance with the provisions of IDEA 2004 regarding referrals, parental consent and procedural safeguards. Referrals will be acted on in a timely manner, with special consideration for the limited time frame for Migrant and Seasonal Head Start enrollment. Timelines and responsibilities for actions on referrals will be specified in local interagency protocols. Agencies agree to inform the referring agency of the disposition of the referral as soon as possible. The ITP will typically get parental consent, unless Part B personnel are conducting the assessment. In that case, Part B will

be responsible to obtain parental consent for the evaluation.

All participating agencies agree to participate in evaluation team meetings and IEP team meetings as specified in local interagency protocols and in accordance with IDEA 2004. For children enrolled in Head Start Programs, the regular education teacher, as required by IDEA 2004 to participate in IEP team meeting(s), is the child's Head Start teacher.

Local School districts agree:

To ensure that all children suspected of having a disability are evaluated in a timely manner and to determine if the children are eligible for Part B services. Evaluations must be completed and an IEP must be developed and implemented within sixty (60) calendar days of obtaining parental consent for evaluation, and prior to the child's third (3rd) birthday for children transitioning from Part C to B.

DHW agrees:

To initiate the transition process described in Provision C of this agreement for children younger than three who are currently served in ITP. DHW will also participate in, or conduct, evaluations as specified in the transition plan or according to the local interagency protocol. DHW will assist in obtaining third party evaluations/assessments that may be used to determine eligibility for Part B services.

Head Start Programs agree:

To screen all Head Start Programs children before or within forty-five (45) calendar days after the start of program services in the fall or within forty-five (45) days of the child entering the program thirty (30) calendar days for Migrant and Seasonal Head Start Programs). Head Start Programs also agrees to implement and document pre-referral interventions and to refer, in a timely manner, children with suspected disabilities to the local school district as soon as the need for further evaluation is identified. Head Start Programs also agree to collaborate with local child find activities by actively recruiting children with disabilities.

PROVISION F: FAMILY PARTICIPATION

All participating agencies agree to ensure opportunities and accommodations (e.g. interpreters, translators, etc.) for family participation in all aspects of planning, policy development, training, and service evaluation. These provisions will be considered in the development of all local agreements.

PROVISION G: DISPUTE RESOLUTION

All participating agencies agree to resolve systemic disputes that arise in the provision of early childhood special education services in a non-adversarial manner and to ensure that services to children and families are not disrupted, by using the following process to resolve interagency disputes:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern. Technical assistance to clarify the intent of the agreement may be sought from the SDE Bureau of Special Education, DHW Infant Toddler Program, and Head Start Programs.
2. If resolution is not achieved at the previous level, the issue and all relevant information will be forwarded to the special education director of the local school district. Discussions will be held among DHW regional program managers, Head Start directors and special education directors, as appropriate, to reach a consensus decision. If all parties agree, the SDE will provide services of a trained mediator to assist in resolving the dispute.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the local school district for review. After consulting with directors of the other involved agencies, the superintendent will determine a resolution.
4. Any party dissatisfied with the local school district superintendent's recommendation for resolution may forward the issue and all relevant information to the SDE Supervisor of Special Education. The Special Education Supervisor will consult with representatives of the other involved agencies to determine how the issue will be resolved. If DHW is involved, Infant Toddler Program Manager or the FACS Division Administrator will be consulted. If Head Start is involved, the Region X, MSHS Program Branch, and AIANHS Program Specialists for Idaho will be consulted.
5. The decision of the SDE Supervisor of Special Education may be appealed to the State Superintendent of Public Instruction. Before making a final determination, the Superintendent of Public Instruction will review all aspects of the issue with the directors of the other involved agencies. If DHW is involved, the Director of the DHW will be consulted. If Head Start is involved, the Region X, MSHS Program Branch, and AIANHS Program Specialists for Idaho will be consulted.
6. The dispute resolution process must be completed no later than forty-five (45) calendar days after the issue is referred to the local school district's special education director.

To ensure the continued provision of services during disputes involving which agency is responsible for providing different services, the SDE Bureau of Special Education will:

1. Assign financial responsibility for service provision to an agency as soon as possible after being notified of the dispute.
2. Reassign agency and financial responsibility after the dispute is resolved if the original

assignment was inappropriate.

Make arrangements to compensate, if necessary, an agency that was initially assigned responsibility for services that are later determined to be the responsibility of another agency.

GENERAL PROVISIONS:

The provisions of this agreement may be extended, modified, or changed upon a written amendment signed by all parties, and such amendment when so signed, will become a part of this agreement. This agreement becomes effective on the date signed by all parties. The agreement is automatically renewed on July 1 of each year unless any party requests a review of the agreement prior to June 1.

Signatures:

By: _____ Date: _____
Dr. Marilyn Howard
State Superintendent of Public Instruction

By: _____ Date: _____
Richard M. Armstrong
Director, Idaho Department of Health & Welfare

By: _____ Date: _____
Nancy Gigoux-Hutchins
Director, Region X Head Start
Administration for Children and Families

By: _____ Date: _____
Director, Program Operations Div.
Office of Head Start, ACF/HHS